

PALM BEACH COUNTY

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

(X) Consent

() Regular

() Ordinance

() Public Hearing

Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Standard Agreement No. IU007-1 for the Nutrition Services Incentive Program (NSIP) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period October 1, 2006, through September 30, 2007, for a total not-to-exceed \$254,124.

Summary: NSIP funds are available to supplement the cost of meals in the Division of Senior Services (DOSS) Congregate and Home Meals Programs. NSIP provides reimbursement for the purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under the approved Older Americans Act (OAA) Title III agreement. The maximum number of meals to be reimbursed is 400,227 at the rate of \$.6349487 per meal for a total of \$254,124. In the area south of Hypoluxo Road, Mae Volen Senior Center Inc. currently provide OAA services under a similar grant from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)


Background and Justification: The AAA has negotiated an entitlement program with NSIP through the Department of Elder Affairs (DoEA). In this program, providers may receive cash or commodities to supplement the cost of providing meals. DOSS has elected to receive cash to supplement the cost of the meals. DOSS provides meals to eligible seniors through the Congregate and Home Delivered Meals program under the OAA Title III Agreement.

Attachments:

1. Standard Agreement No. IU007-1

Edward J. Rhea

Date _____


Assistant County Administrator

Date _____

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> |
|--|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>254,124</u> | _____ | _____ | _____ | _____ |
| External Revenue | <u>(254,124)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>-0-</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes X No
Budget Account No.: Fund 1007 Dept 144 Unit 1458/1459 Obj. Var.
Program Code Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Federal funds through the Department of Elder Affairs and County funds.

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Gul 1-23-07
OFMB

mm 1/18/07
mm 1-18-07

Jim A. Jacobson 1/29/07
Contract Administration
1/29/07

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

[Signature] 1/30/07
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**NUTRITION SERVICES INCENTIVE PROGRAM
STANDARD AGREEMENT
AREA AGENCY ON AGING**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Area Agency", and the Palm Beach County Board of County Commissioners hereinafter referred to as the "provider." This agreement is subject to all provisions contained in the MASTER AGREEMENT executed between the Area Agency and provider, Agreement No. IM004-1, and its successor, incorporated herein by reference.

The parties agree:

I. Provider Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in ATTACHMENT I of this agreement.

B. Final Request for Payment:

The provider must submit the final request for payment to the department no more than 60 days after the agreement ends or is terminated; **if the provider fails to do so, all right to payment is forfeited, and the Area Agency will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this agreement may be withheld until all reports due from the provider, and necessary adjustments thereto, have been approved by the Area Agency.

II. The Area Agency Agrees:

A. Agreement Amount:

To pay for services according to the conditions of ATTACHMENT I in an amount not to exceed **\$254,124.00**, subject to the availability of funds.

B. Obligation to Pay:

The Area Agency's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature and the State of Florida Department of Elder Affairs.

C. Source of Funds:

The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this agreement. The funds awarded to the provider pursuant to this agreement are in the state grants and aids appropriations and consist of the following:

| Program Title | Year | Funding Source | CFDA/CSFA # | Fund Amounts |
|---|---------------|----------------|-------------|--------------|
| Nutrition Services Incentive Program | 2006- 2007 | OAA | 93.053 | \$254,124.00 |
| TOTAL FUNDS CONTAINED IN THIS AGREEMENT: | | | | \$254,124.00 |

III. Provider and Area Agency Mutually Agree:

A. Effective Date:

1. This agreement shall begin on October 1, 2006 or on the date the agreement has been signed by both parties, whichever is later.
2. This agreement shall end on January 31, 2008.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for suspension or termination of this agreement shall follow the same procedures as outlined in Section III.B. and Section III.C. of the Master Agreement.

C. Provider Responsibility:

Notwithstanding the pass-through language contained in the Assignments and Subagreements clause of the Master Agreement, the provider maintains responsibility for the performance of all subrecipients and vendors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the program manager for the Area Agency for this agreement is:

Bonnie Roberts, Program Manager
1764 North Congress Avenue, Suite 201
West Palm Beach, Florida 33409
(561) 684-5885

2. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this agreement is:

Sylvia Thompson-Gilbert, Director
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida, 33401
(561) 355-4746

3. In the event different representatives are designated by either party after execution of this agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this agreement.
4. The name (provider name as shown on page 1 of this agreement) and mailing address of the official payee to whom the payment shall be made:

Palm Beach County Board of County Commissioners
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida, 33401

IN WITNESS THEREOF, the parties hereto have caused this 9 page agreement to be executed by their undersigned officials as duly authorized.

PROVIDER: **PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida**

**Area Agency on Aging of Palm
Beach/Treasure Coast, Inc.**

SIGNED BY: _____
Addie L. Greene, Chairperson

SIGNED BY: _____

NAME: _____

NAME: _____

SHARON R. BOCK, Clerk and Comptroller

TITLE: _____

BY: _____

FEDERAL ID NUMBER: 59-000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions

Department Director

ATTACHMENT I

NUTRITION SERVICES INCENTIVE PROGRAM

I. STATEMENT OF PURPOSE

The Nutrition Services Incentive Program (NSIP) is authorized by Section 311 of the Older Americans Act of 2000, as amended. The NSIP is the new name for the former United States Department of Agriculture (USDA) cash or commodity program known as the Nutrition Program for the Elderly. NSIP cash reimbursements must be used to purchase United States (U.S.) agricultural commodities or other foods of U.S. origin for nutrition projects operating under approved OAA, Title III agreements.

II. SERVICES TO BE PROVIDED

A. Services:

Authorized OAA nutrition providers will deliver nutritious meals to older adults participating in approved nutrition projects. All nutrition project meals must be prepared with the U.S. agricultural commodities for other foods of U.S. origin.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the provider's Service Provider Application update for state fiscal year 2006 and the Department of Elder Affairs Home and Community-Based Services Handbook. In the event the Handbook is revised, such revision will automatically be incorporated into the agreement and the provider will be given a copy of the revisions.

III. METHOD OF PAYMENT

- A. This is a fixed rate agreement. The Area Agency shall make payment to the provider for provision of services up to a maximum number of units of service and at the prospective rate stated below:

| <u>Service to be Provided</u> | <u>Units of Services</u> | <u>Unit Rate</u> | <u>Maximum Units</u> |
|--|--------------------------|------------------|----------------------|
| Eligible Congregate and Home Delivered Meals | 1 unit = 1 meal | <u>0.6349487</u> | 400,227 |

The prospective rate is based on the estimated OAA grant award.

B. All requests for reimbursement shall be in accordance with policy regarding reimbursable meals and Client Information Registration and Tracking System (CIRTS) policy regarding data entry for reimbursable meals. All requests for reimbursement shall include:

1. The request for reimbursement shall be submitted on DOEA Form 117, Request for Reimbursement, USDA Cash-In-Lieu of Commodities.
2. DOEA Form 118, PSA/Recipient Monthly Meals Report must be submitted with the request for reimbursement.
3. A CIRTS report must be submitted with DOEA Forms 117 and 118 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOEA Form 118.
4. Duplication or replication of the DOEA forms 117 and 118 via data processing equipment is permissible but replication must include all data elements in the same format as included on the departmental forms.
5. The due date for the request for reimbursement and report(s) shall be no later than the 10th day of the month following the month being reported.

C. Invoices will be in sufficient detail for a proper pre-audit and post-audit thereof. The provider shall maintain documentation to support payment requests that shall be available to the Comptroller, the Department of Elder Affairs or the Area Agency upon request.

D. Additional Reporting Conditions:

1. This agreement is for services provided during the 2006 Federal Fiscal Year beginning **October 1, 2006** through **September 30, 2007**, however, the agreement is in effect through **January 31, 2008**. The additional four months (**October 1, 2007** through **January 31, 2008**) are to allow rates to be adjusted for the twelve month service period. Retroactive rates will be based on the final OAA grant award divided by the total eligible meals reported in Florida. This agreement shall automatically terminate after the final rate for the federal fiscal year has been established and the release of final payments are authorized by the Area Agency.
2. In the event that the final reimbursement rate is greater or less than the rate in Attachment I, Section III.A., then this agreement shall be appropriately adjusted and the final rate shall be effective for the entire agreement period upon notice from the Area Agency's program manager.

E. Any payment due by the Area Agency under the terms of this agreement may be withheld pending the receipt and approval by the Area Agency of complete and accurate financial and programmatic reports due from the provider and any

- F. adjustments thereto, including any disallowance not resolved as outlined in Section I.P. of the Master Agreement.

IV. SPECIAL PROVISIONS

A. State Laws and Regulation:

1. The provider agrees to comply with applicable parts of Florida Statutes, Rule 58A-1, Florida administrative code and the Department of Elder Affairs Home and Community-Based Services Handbook.
2. The Area Agency and provider agree to provide services and implement the provisions of this agreement in accordance with Federal, State, and Local laws, rules, regulations, and policies that pertain to the Nutrition Services Incentive Program cash payments and Older Americans Act.

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**Background**

The Area Agency is awarding the Palm Beach County Board of County Commissioners, NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) funds for the 2006-2007 program year (October 1, 2006, through January 31, 2008). The purpose of these funds is to provide reimbursement for the purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under approved Older Americans Act Title III agreements. Eligibility guidelines are outlined in Attachment I of this agreement.

Justification

The Palm Beach County Board of County Commissioners will be providing the NUTRITION SERVICES INCENTIVE PROGRAM to eligible clients beginning October 1, 2006; however, since the agreement will not be signed by that time, it will require certification for retroactive payment back to October 1, 2006. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the agreement between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting October 1, 2006.

BELOW TO BE FILLED OUT BY AREA AGENCY ON AGING

Name

Title

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

Date

Attestation StatementAgreement Number IU007-1

I, Addie L. Greene, Chairperson, attest that no changes or revisions
(*Provider Representative*)
have been made to the content of the above referenced agreement or amendment between the
Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the Palm Beach County Board of
County Commissioners. The only exception to this statement would be for changes in page
formatting, due to the differences in electronic data processing media, which has no effect on the
agreement content.

Signature of Provider Representative

Date